

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
Case No. 3:21-cv-00462-FDW-DSC**

PREMIER, INC., PREMIER HEALTHCARE)
ALLIANCE, L.P., and PREMIER)
HEALTHCARE SOLUTIONS, INC.,)

Plaintiffs,)

v.)

THE PREMIER HEALTHCARE)
SOLUTION, LLC,)

Defendant.)

**DEFAULT JUDGMENT
and
PERMENANT INJUNCTION**

THIS MATTER is before the Court on the Motion for Default Judgment filed by Plaintiffs Premier, Inc., Premier Healthcare Alliance, L.P., and Premier Healthcare Solutions, Inc. (collectively, "Premier") against Defendant The Premier Healthcare Solution, LLC ("Defendant"). (Doc. No. 15). Defendant has not responded to the instant motion, and the time for doing so has expired. The Court having reviewed Premier's Motion for Default Judgment and Memorandum of Law in support of the same, the pleadings, and being otherwise fully advised in the premises, hereby ORDERS AND ADJUDGES as follows:

1. Premier's Motion for Default Judgment against Defendant is hereby GRANTED for the reasons stated in the Motion and supporting Memorandum. In so ruling, the Court hereby adopts and incorporates the arguments and authorities cited therein. (Doc. Nos. 15, 15-1).

2. Default was entered against Defendant on December 23, 2021. (Doc. No. 14). Accordingly, all of the facts and allegations in the Complaint are deemed admitted by Defendant.

3. Premier has prior trademark rights in the PREMIER mark and the PREMIER-formative marks, including the mark PREMIER HEALTHCARE SOLUTIONS (collectively, the “PREMIER Marks”), in connection with healthcare-related services.

4. Premier’s rights in the PREMIER Marks are valid and enforceable.

5. Defendant has infringed Premier’s rights in the PREMIER Marks in violation of 15 U.S.C. § 1114 and the common law.

6. Defendant has committed unfair competition in violation of 15 U.S.C. § 1125(a).

7. Defendant has diluted the PREMIER Marks by tarnishment in violation of 15 U.S.C. § 1125(c).

8. Defendant has committed acts of unfair and deceptive trade practices in violation of N.C. Gen. Stat. § 75-1.1. See Polo Fashions, Inc. v. Craftex, Inc., 816 F.2d 145, 148 (4th Cir. 1987) (stating that “[t]he tests for trademark infringement and unfair competition under the Lanham Act are essentially the same as that for common law unfair competition under North Carolina common law.”)

9. This is an exceptional case under 15 U.S.C. § 1117. See Hilton Worldwide, Inc. v. Global Advertising, Inc., No. 1:15-CV-1001, 2016 WL 8223436 at *9 (E.D. Va. Apr. 8, 2016) (granting default judgment and attorney’s fees for trademark infringement and violations where the defendant did not response to litigation).

10. Defendant’s acts of infringement, unfair competition, dilution, and unfair and deceptive trade practices are willful.

NOW, THEREFORE, the Court hereby finds that Premier has succeeded on all claims, irreparable harm will result without this permanent injunction, and the balance of equities and public interest support the following permanent injunction:

The Court hereby ORDERS that Defendant, including its agents, employees, representatives, successors, and assigns, are hereby permanently enjoined from using the PREMIER Marks or any mark confusingly similar thereto, including specifically THE PREMIER HEALTHCARE SOLUTION designation.

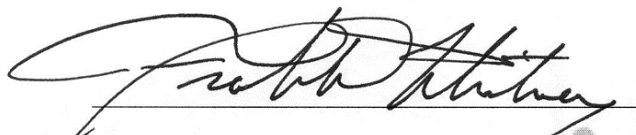
Premier is also hereby awarded attorneys' fees, expenses, and costs incurred in connection with this action, pursuant to 15 U.S.C. § 1117 and/or North Carolina law.

Within twenty-one (21) days of this Judgment being entered by the Court, Premier shall submit further documentation to this Court setting forth the amount of Premier's reasonable attorneys' fees, expenses, and costs.

This Court shall retain jurisdiction over this matter for the purpose of making any further orders necessary or proper for the construction of this Judgment, the enforcement thereof, and the punishment of any violations thereof. The Clerk is respectfully directed to CLOSE THE CASE.

IT IS SO ORDERED.

Signed: June 8, 2022


Frank D. Whitney
United States District Judge